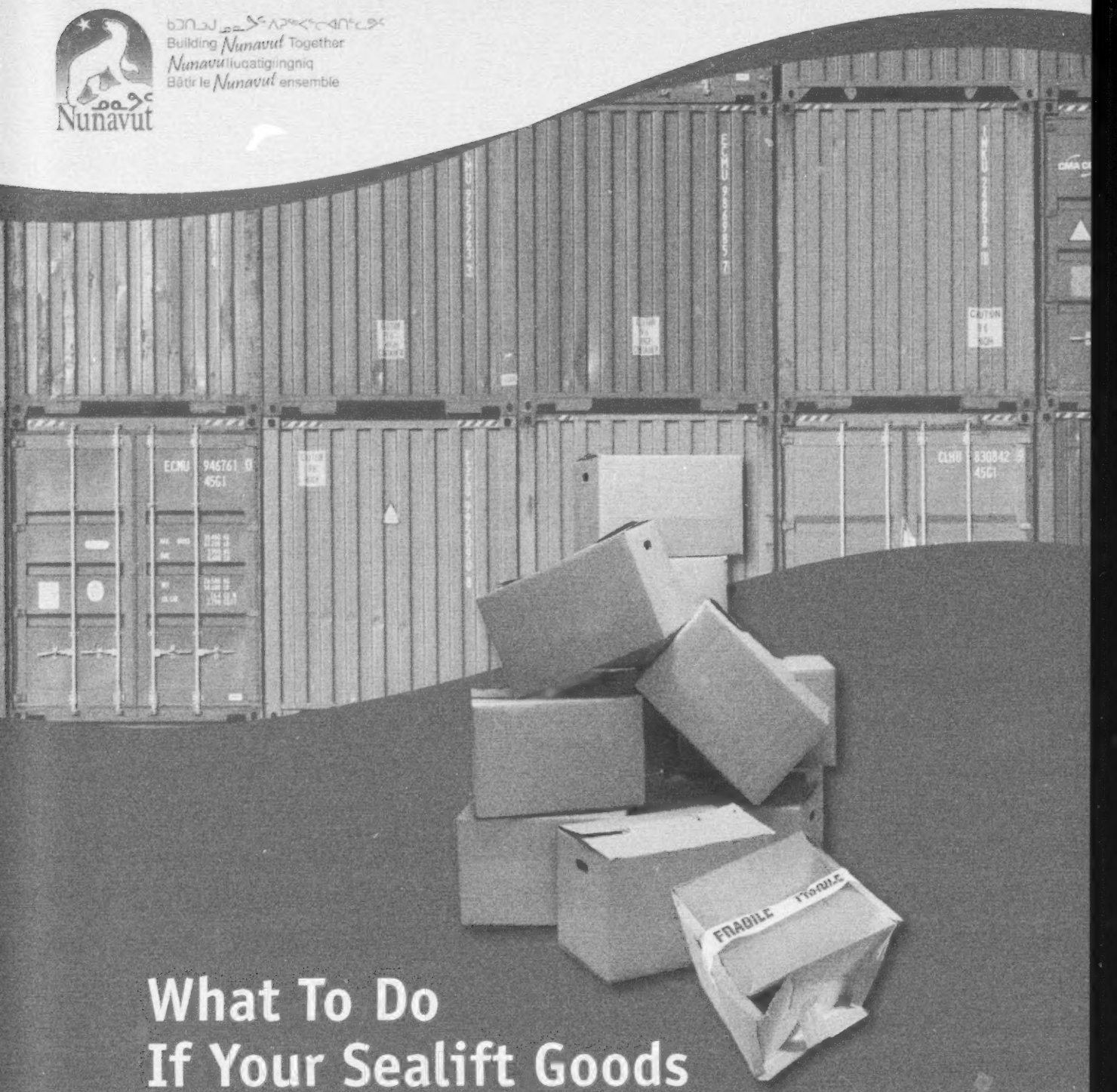
Building *Nunavut* Together
Nunavut Iliuqatigiingniq
Bâtir le *Nunavut* ensemble

Nunavut



What To Do If Your Sealift Goods Are Damaged or Missing

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This guide only applies if you shipped your goods under the Government of Nunavut Sealift contract where the conditions of carriage are known as Schedule K.

WHAT TO DO WHEN YOUR GOODS ARE DELIVERED

You should inspect the crates or cartons as soon as possible after they have been delivered to you, or after you take them from the beach or lay down area, and carefully check them for damage. If the goods are in a wood, plywood or wafer board crate, or are in a cardboard carton, look for:

- water staining
- tearing or punctures
- broken or missing strapping

If you see any sign of damage, or things that are missing, take photographs and make a written list of what is damaged or missing; the date you received the goods, or the date you were told they were ready for you to pick up; when you inspected the crate(s) or container(s), and what you saw.

If the shipment was a motor vehicle or other large item that was not shipped in a crate, check for damage and take photographs of anything you believe may have happened since it was received by the carrier in southern Canada for transport to Nunavut.

If the goods were already used before you arranged for their transport to Nunavut, you should have a set of photographs and notes that show the condition when you sent them to the carrier for transport, together with any damage that may have been present.

You should open the crate(s) or carton(s) as soon as possible after they have been delivered to you, or picked up from the beach or lay down area. When you open the crate or carton, you should note the condition of all the items, and ensure that they are undamaged. If you see signs of damage, again take photographs and make a written list about what you can see.

You have 10 days to give the carrier notice of claim for damage you can see, and 30 days from the date the goods were delivered to give the carrier notice of claim for damage you cannot see on the outside. For goods which are lost or missing from the package, or were never delivered, you have 30 days from the date the goods were scheduled to arrive to give the carrier notice of claim.

HOW TO MAKE A CLAIM

You should follow the rules in this booklet, and make sure you fill out the forms and provide the information requested. Note that these rules apply whether or not you had separately insured the goods, or you used the insurance provided by the carrier. If you arranged separate insurance for your goods, you should advise your insurance agency that you are making a claim against the carrier, and send then a copy of any documents sent to, or received from, the carrier.

Note that there are special time limits to follow when you are making a claim. If you do not make claims within these time limits, your claim will not be accepted. You will lose the legal right to make a claim against the carrier.

As a first step in following the rules, read Annex 1 – Claims Handling Rules and Annex 2 – Definitions, which explains the terms used in the rules.

There are two stages to the claims process. Stage 1 is set out in pages 2 to 5. If following these steps does not give you what you want, then you should read page 6, and follow the next steps explained on that page and in the following pages.

MAKING A CLAIM

Note that where appropriate in these Rules, words importing the singular shall include the plural and words importing the masculine gender shall include the feminine gender and vice versa.

If you wish to make a claim with respect to your Cargo, you should review the Sealift Claims Handling Rules for full details on the claims procedure.

Initial steps are summarized below:

STEP 1:
A Notice of Claim (Form 1) must be sent by you, the Shipper/Claimant, to your Carrier within 10 days of the Discharge Date in the case of visible damage to Cargo, or within 30 days of the Discharge Date in the case of concealed damage or Lost Cargo. This Notice of Claim (Form 1) must be sent to your Carrier by fax, email, hand delivery, registered mail, courier, or regular mail, accompanied by copies of all relevant supporting documents, such as those listed below. If you do not attach all information explaining and supporting your Claim, the Carrier can only make a decision based on the information in its possession.

If you fail to submit your Notice of Claim (Form 1) in the time limits stated, your Claim will be time- barred.

- Signed Manifest
- Booking Note
- Anticipated Cargo Form
- Witness Statements
- Photographs
- Correspondence with Carrier/Agent/Supplier
- Notes/Tape-recordings/ Telephone Records
- Damage or Inspection reports
- Request for Space
- Shipping Contract(s)
- Cancelled Cheques
- Invoices/ Receipts
- Repair Estimates
- Insurance Coverage if applicable

STEP 2:
Within 30 days of the receipt by the Carrier of your Notice of Claim (Form 1), the Carrier must send a written Acknowledgment (Form 2) to you acknowledging receipt of the Claim and identifying any relevant evidence that is necessary to the processing of the Claim but that has not yet been provided by you.

STEP 3:
After you have forwarded all necessary documentation of your Claim and within 180 days of the Discharge Date, the Carrier will send a Notice of Decision (Form 3) to you outlining the Carrier's final decision on the Claim, along with any reasons for the decision. If you are unhappy with the Carrier's decision, please see the Sealift Claims Handling Rules for details on how to continue your Claim.

Be aware that failure to comply with applicable time limits in those Rules may result in your Claim being time-barred or in cost consequences.

Interpretation
These Rules shall be interpreted liberally with the goal that the Arbitration will be as inexpensive and expeditious as reasonably possible, consistent with a process that is fair and suitable to the circumstances of the particular case. Any procedural question or controversy on which the Parties are not agreed may be resolved by the application of the discretion of the Arbitrator in conducting the Arbitration, or of the Coordinator in the exercise of his functions.

FORM 1 NOTICE OF CLAIM FORM

A Notice of Claim (Form 1) must be sent by you, the Shipper/Claimant, to the applicable Carrier within 10 days of the Discharge Date in the case of visible damage to Cargo, or within 30 days of the Discharge Date in the case of concealed damage or Lost Cargo. This Notice of Claim (Form 1) must be sent to **your Carrier by fax, email, hand delivery, registered mail, courier, or regular mail, accompanied by copies of all relevant supporting documents (see below). Distributing this form is no admission of liability.**

Name of Carrier: _____

IDENTIFICATION OF CLAIMANT: _____

Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone (Office): ( ) _____ Telephone (Home): ( ) _____

Fax number: ( ) _____ E-Mail Address: _____

Vessel: _____ **Voyage number:**

Destination: _____ **Page of manifest:**

Crate number: _____ **Packer:**

Type of cargo (Vehicle, Grocery, Furniture, Hardware, Materials, Other):

_____

_____

_____

_____

_____

_____

_____

Type of damage (Damaged, Missing, Spoiled, Stolen, Frozen, Other):

_____

_____

_____

_____

_____

_____

_____

FORM 1 - NOTICE OF CLAIM FORM

Amount claimed as compensation: _____

Please justify the amount(s) being claimed (attach additional sheets as needed):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

List documents submitted with Notice of Claim
(See Instructions & Attach Copies)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

Shipper/Claimant's Signature: _____ Date: _____
dd/mm/yyyy

Shipper/Claimant's Name: _____

FORM 2 ACKNOWLEDGMENT

Name of Carrier: _____

Address of Carrier: _____

_____

Carrier's File Reference: _____

We are in receipt of your Notice of Claim (Form 1), dated _____, and are currently processing it. Your file status is listed below. We appreciate your patience while we review your file documentation and the information in our own files in order to make a decision.

☐ Your file is **complete** and we will make a decision as soon as we can. Once completed, you will receive a Notice of Decision (Form 3) from us.

☐ Your file is **incomplete**. You must send us the information listed below, **within 30 days** of receipt of this Acknowledgment (Form 2), in order for us to make our decision.

Please provide the following additional information so that we may complete the processing of your Claim in a timely manner (attach additional sheets as needed):

_____

_____

_____

_____

_____

_____

_____

Please provide the highlighted information on Notice of Claim (Form 1) that was missing when the Notice of Claim (Form 1) was initially submitted.
You must send this information to the Address of Carrier listed above within 30 days of your receipt of this Acknowledgment.

Carrier Representative's Signature: _____ D: _____
dd/mm/yyyy

Carrier Representative's Name: _____

Carrier's Claim Reference #

FORM 3 NOTICE OF DECISION

To:

We have now completed our review of your Claim based on all of the documentation in our possession. Based on that information, we have reached the following decision:

☐ **We are unable to offer you compensation with respect to your Claim.**

☐ **We are prepared to offer you the following compensation with respect to your Claim:**

_____

Reasons:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature: _____ Date: _____

Carrier Representative's Signature dd/mm/yyyy

Name: _____

Carrier Representative's Name

NEXT STEPS FOR SHIPPER/CLAIMANT

If your Claim is rejected in full or in part, you may choose to abandon your Claim, or to proceed with it to the next steps. If you wish to continue with your Claim, you can register a complaint with the Manager Logistics, and/or proceed to Arbitration as set out below.

If your Claim is rejected in whole or in part, you may register a complaint with the Government of Nunavut's Manager Logistics (ML) by phone or in writing at:

Phone: 867-975-5437 Email: sealift@gov.nu.ca (Attention: Manager Logistics)

The ML shall, within 30 days of notification of the complaint, contact the Carrier and Shipper and attempt a Resolution Facilitation using phone caucuses or conference calls unless otherwise agreed by the Parties. Resolution Facilitation by the ML is an informal non-binding process. If the Parties do not reach agreement in a Resolution Facilitation, they may proceed to the next step in the claims process. Taking part in a Resolution Facilitation attempt does not alter the timing of the Fast Track Process described below, nor is it a pre-requisite to accessing the Fast Track Process.

Which claims handling process applies?

If the total of all Claims being made is for $2,500 or less, you must continue your Claim under the Fast Track Process set out below. The Fast Track Process is not to be used if a General Average is declared.

Fast track process

To commence a Claim under the Fast Track Process, you, the Shipper/Claimant must send a completed Application for Arbitration (Form 4) and copies of all required supporting documentation to the ADR Chambers Sealift Coordinator **within 45 days of receipt of the Notice of Decision (Form 3), failing which, the Claim will be time-barred**.

The Application for Arbitration (Form 4) should include a summary statement of the subject matter and amount of the Claim. The supporting documents required include copies of the Notice of Decision (Form 3), Notice of Claim (Form 1) and the Acknowledgment (Form 2) as well as all relevant evidence in support of the Claim that clearly establishes the facts (such as receipts, repair estimates, photographs etc.).

You must include with your Application for Arbitration (Form 4) a non-refundable filing fee of $565.00 ($500 plus HST), made payable to ADR Chambers Inc., which shall be your share of the Arbitration fees. Upon receipt of an Application for Arbitration (Form 4), the Coordinator shall immediately send a copy of that Application for Arbitration (Form 4) to your Carrier.

If the total of all Claims being made is for more than $2,500, or the Claim involves a General Average, you must continue your Claim under the Standard Track Process set out below.

Standard track process

Under the Standard Track Process, you, the Shipper/Claimant must commence a Claim in the Supreme Court of Nunavut or Federal Court of Canada **within one year of the Discharge Date otherwise your Claim will be time-barred**. This time limit does not apply to Claims for contribution or indemnity under the Marine Liability Act. Where all relevant Parties mutually agree, the Parties may send Standard Track claims to Arbitration under the Fast Track Process, or use any other form of arbitration or dispute resolution, on either a binding or non-binding basis.

Claim File No. (For ADR Chambers Use)

FORM 4 APPLICATION FOR ARBITRATION

To commence a Fast Track Arbitration under the Sealift Claims Handling Rules, you, the Shipper/Claimant, must use this Application for Arbitration (Form 4). A completed Application for Arbitration (Form 4) must be sent by you, the Shipper/Claimant to the ADR Chambers Sealift Coordinator (at the address below), within 45 days of receipt of the Notice of Decision (Form 3). **If the Application for Arbitration (Form 4) is not sent within that time period, the Claim will be time-barred.** The Application for Arbitration (Form 4) may be sent by fax, email, hand delivery, registered mail, courier, or regular mail to:

ADR Chambers Sealift Coordinator
112 Adelaide Street East
Toronto, Ontario M5C 1K9
Toll Free Phone: 1-800-856-5154
Toll Free Fax: 1-800-862-8825
Email: sealift@adr.ca

The supporting documents required include copies of the Notice of Decision (Form 3), the Notice of Claim (Form 1) and the Acknowledgment (Form 2) as well as copies of all relevant evidence in support of the Claim that clearly establishes the facts (such as receipts, repair estimates, photographs etc.).

You must include with your Application for Arbitration (Form 4) a non-refundable filing fee of $565.00 ($500 plus HST) which shall be your share of the Arbitration fees. If paying by cheque please make it payable to ADR Chambers Inc. If paying by credit card, please fill out the credit card information on the last page of this form. That information will not be shared with the other Party.

Receipt of your Application for Arbitration (Form 4) will be acknowledged by ADR Chambers and if further information is required the ADR Chambers Sealift Coordinator will contact you. ADR Chambers does not provide financial or legal advice.

To use this Fast Track Process, the total value of all Claims by the Shipper/Claimant must be $2,500 or less. If the total value of all Claims is more than $2,500, please follow the Standard Track Process as set out in the Sealift Claims Handling Rules here (www.gov.nu.ca/sealift).

FORM 4 - APPLICATION FOR ARBITRATION

1. Shipper/Claimant Information

Full Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Home Tel.: ( ) _____ Business Tel.: ( ) _____

Fax number: ( ) _____ E-Mail Address: _____

Preferred time and telephone number to be contacted: _____

Crate/Cargo Identification No.: _____

2. Carrier's Information

Name of Carrier: _____

Vessel and Destination: _____

Name of Carrier's Representative: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Business Tel.: ( ) _____

Fax number: ( ) _____ E-Mail Address: _____

3. Description of Claim and Cargo

Please describe the cargo in question and the nature of the loss or damage to that cargo. It would help if you could answer the following questions, providing supporting proof wherever possible:

What is the nature of the loss or damage?

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

FORM 4 - APPLICATION FOR ARBITRATION

How, when, and where did the loss or damage happen? Please provide a *chronological summary.*

What is the value of the compensation that you are seeking (e.g. cost of repair or replacement of the affected cargo) and what is the basis for that valuation (e.g. invoice or estimate)?

Value: _____

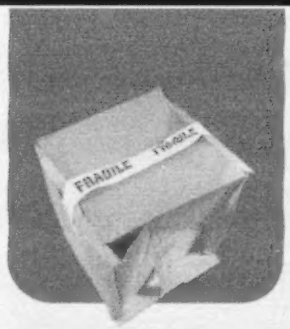
Basis of valuation: _____

Identify any other facts or circumstances that the Arbitrator should consider in *deciding the merits of your Claim:*

Please attach copies of any relevant supporting evidence that you wish the Arbitrator to consider (see section 4 below).

4. What documentation/evidence are you able to provide regarding your complaint?

Please indicate below, the documentation you are providing in relation to your Claim.



FORM 4 - APPLICATION FOR ARBITRATION

You must attach copies of all such relevant documents to this Application for Arbitration (Form 4).

_____ Signed Manifest
_____ Request for Space
_____ Shipping Contract(s)
_____ Canceled Cheques
_____ Correspondence with Agent
_____ Correspondence with Carrier
_____ Correspondence with Supplier
_____ Invoices
_____ Damage report
_____ Other: _____

_____ Booking Note
_____ Anticipated Cargo Form
_____ Witness Statements
_____ Photographs
_____ Repair Estimates
_____ Notes
_____ Receipts
_____ Inspection
_____ Telephone Records

Please remember that the Arbitration decision will be based only on the written documentation and materials received from the Parties. Therefore you are strongly encouraged to attach copies of all relevant documentation to this Application for Arbitration (Form 4).

5. Claim Documents

Please attach a copy of the following documents to this Application for Arbitration (Form 4):

a) your Notice of Claim (Form 1);
b) Acknowledgment (Form 2); and
c) Notice of Decision (Form 3).

If you do not have copies of the above-noted documents, please indicate which of the following documents will need to be produced by the Carrier:

_____ Notice of Claim (Form 1)
_____ Acknowledgment (Form 2)
_____ Notice of Decision (Form 3)

6. Your Signature

I submit this Application for Arbitration.

Signature: _____ Date: _____
Signature of Shipper/Claimant dd/mm/yyyy

Name: _____

FORM 4 - APPLICATION FOR ARBITRATION

7. Next Steps

See the Sealift Claims Handling Rules sections 14-22 for full details on next steps regarding Carrier's Response, Shipper's Reply (if applicable), Carrier's Reply (if applicable) and appointment of an Arbitrator.

Payment of Arbitration Fee

Choose from 2 ways to pay:

____ **CREDIT CARD**

Cardholder's Name: _____

Indicate Card Type: Mastercard / Visa

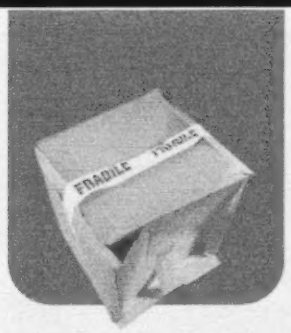
Card Number: _____

Card Expiry (MM/YY): _____

Signature: _____

____ **CHEQUE / MONEY ORDER**

Please make your cheque for $565.00 payable to ADR Chambers Inc. and include it with your Application for Arbitration (Form 4)



Claim File No.

FORM 5 CARRIER'S RESPONSE

You, the Carrier, must use this Carrier's Response (Form 5) to respond to a Fast Track Arbitration under the Sealift Claims Handling Rules. A completed Carrier's Response (Form 5), with all supporting documents attached, must be sent by you, the Carrier, to the ADR Chambers Sealift Coordinator, within 30 days of receipt of the Application for Arbitration (Form 4). **Failure to submit a Carrier's Response (Form 5) in the time line set out may result in a costs award against you.** The Carrier's Response (Form 5) may be sent by fax, email, hand delivery, registered mail, courier, or regular mail to:

ADR Chambers Sealift Coordinator
112 Adelaide Street East
Toronto, Ontario M5C 1K9
Toll Free Phone: 1-800-856-5154
Toll Free Fax: 1-800-862-8825
Email: sealift@adr.ca

The supporting documents required include copies of all relevant evidence in support of the Carrier's position that clearly establishes the facts.

You must include with your Carrier's Response (Form 5) a non-refundable filing fee of $565.00 ($500 plus HST), which shall be your share of the Arbitration fees. If paying by cheque please make it payable to ADR Chambers Inc. If paying by credit card, please fill out the credit card information on the last page of this Carrier's Response (Form 5). That information will not be shared with the other Party.

Receipt of your Carrier's Response (Form 5) will be acknowledged by ADR Chambers and if further information is required the ADR Chambers Sealift Coordinator will contact you. ADR Chambers does not provide financial or legal advice.

8. Shipper/Claimant Information

Full Name: _____

9. Carrier's Information

Name of Carrier: _____
Vessel and Destination: _____
Name of Carrier's Representative: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Business Tel.: ( ) _____
Fax number: ( ) _____ E-Mail Address: _____

FORM 5 - CARRIER'S RESPONSE

10. Description of Claim and Cargo

Please outline any defences to the claims made in the Application for Arbitration (Form 4):

FORM 5 - CARRIER'S RESPONSE

Please attach copies of any relevant supporting evidence that you wish the Arbitrator to consider (see section 4 below).

FORM 5 - CARRIER'S RESPONSE

11. What documentation/evidence are you able to provide regarding your defence?

Please indicate below, the documentation you are providing in relation to your defence. **You must attach copies of all such relevant documents to this Carrier's Response (Form 5).**

_____ Signed Manifest
_____ Request for Space
_____ Shipping Contract(s)
_____ Canceled Cheques
_____ Correspondence with Agent
_____ Correspondence with Carrier
_____ Correspondence with Supplier
_____ Invoices
_____ Damage report
_____ Other: _____

_____ Booking Note
_____ Anticipated Cargo Form
_____ Witness Statements
_____ Photographs
_____ Repair Estimates
_____ Notes
_____ Receipts
_____ Inspection
_____ Telephone Records

Please remember that the Arbitration decision will be based only on the written documentation and materials received from the Parties. Therefore you are strongly encouraged to attach all relevant documentation to this Carrier's Response (Form 5).

12. Claim Documents

Please indicate whether you have attached any of the documents listed below (if requested by the Shipper in s. 5 of the Application for Arbitration (Form 4):

_____ Notice of Claim (Form 1)
_____ Acknowledgment (Form 2)
_____ Notice of Decision (Form 3)

13. Your Signature

Signature: _____ Date: _____
Carrier's Representative dd/mm/yyyy

Name: _____

14. Next Steps for the Shipper

See the Sealift Claims Handling Rules sections 15-22 for full details on next steps relating to Shipper and Carrier Reply submissions (if applicable) and appointment of an Arbitrator from the ADR Chambers Sealift Panel.

FORM 5 - CARRIER'S RESPONSE

Payment of Arbitration Fee

Choose from 2 ways to pay:

_____ CREDIT CARD

Cardholder's Name: _____

Indicate Card Type: Mastercard / Visa

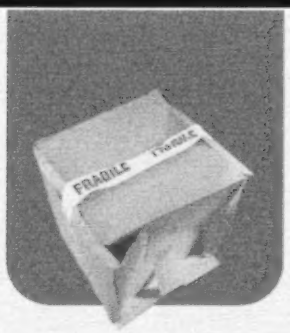
Card Number: _____

Card Expiry (MM/YY): _____

Signature: _____

_____ CHEQUE / MONEY ORDER

Please make your cheque for $565.00 payable to ADR Chambers Inc. and include it with your Carrier's Response (Form 5)



Claim File No.

FORM 6 SHIPPER'S REPLY

In the matter of the arbitration between

_____(Shipper)

And

_____(Carrier)

If the Carrier's Response (Form 5) has raised issues that you, the Shipper/Claimant, have not had a chance to address in the Application for Arbitration (Form 4), you, the Shipper/Claimant may deliver a Shipper's Reply using this form, but it must be sent to the ADR Chambers Sealift Coordinator (at the address below), within 15 days of receipt of the Carrier's Response (Form 5). **Failure to submit the Shipper's Reply (Form 6), if applicable, in the time line set out above, may result in a costs award against you.** This Shipper's Reply (Form 6) may be sent by fax, email, hand delivery, registered mail, courier, or regular mail to:

ADR Chambers Sealift Coordinator
112 Adelaide Street East
Toronto, Ontario M5C 1K9
Toll Free Phone: 1-800-856-5154
Toll Free Fax: 1-800-862-8825
Email: sealift@adr.ca

1. Provide any additional factual information and argument and all related supporting documentation. These submissions must be limited to a reply to new issues raised in the Carrier's Response (Form 5) and should not simply reargue issues already addressed in the Application for Arbitration (Form 4).

FORM 6 - SHIPPER'S REPLY

2. Please list below the documentation you are attaching in relation to your Reply submissions above. **You must attach copies of all such relevant documents to this Shipper's Reply (Form 6).**

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please remember that the Arbitration decision will be based only on the written documentation and materials received from the Parties. Therefore you are strongly encouraged to attach copies of all additional relevant documentation to this Shipper's Reply (Form 6).

3. Your Signature

I submit this Shipper's Reply (Form 6).

Signature: _____ Date: _____
Signature of Shipper/Claimant dd/mm/yyyy

Name: _____

4. Next Steps

See the Sealift Claims Handling Rules sections 16-22 for full details on next steps regarding Carrier's Reply (if applicable) and appointment of an Arbitrator.

Claim File No.

FORM 7 CARRIER'S REPLY

In the matter of the arbitration between

_____(Shipper)

And

_____(Carrier)

If a Shipper's Reply (Form 6) has been delivered and has raised issues that you, the Carrier, have not had a chance to address in the Carrier's Response (Form 5), you, the Carrier, may deliver a Carrier's Reply using this form, but it must be sent to the ADR Chambers Sealift Coordinator (at the address below), within 15 days of receipt of the Shipper's Reply (Form 6). **Failure to submit a Carrier's Reply (Form 7), if applicable, in the time line set out above may result in a costs award against you.** This Carrier's Reply (Form 7) may be sent by fax, email, hand delivery, registered mail, courier, or regular mail.

ADR Chambers Sealift Coordinator
112 Adelaide Street East
Toronto, Ontario M5C 1K9
Toll Free Phone: 1-800-856-5154
Toll Free Fax: 1-800-862-8825
Email: sealift@adr.ca

5. Provide any additional factual information and argument and all related supporting documentation. These submissions must be limited to a reply to new issues raised in the Shipper's Reply (Form 6) and should not simply reargue issues already addressed in the Carrier's Response (Form 5).

FORM 7 - CARRIER'S REPLY

6. Please list below the documentation you are attaching in relation to your Reply submissions above. **You must attach copies of all such relevant documents to this Carrier's Reply (Form 7).**

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please remember that the Arbitration decision will be based only on the written documentation and materials received from the Parties. Therefore you are strongly encouraged to attach copies of all additional relevant documentation to this Carrier's Reply (Form 7).

7. Your Signature

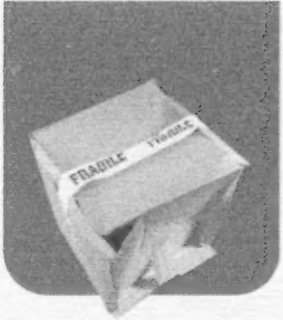
I submit this Carrier's Reply (Form 7).

Signature: _____ Date: _____
Signature of Carrier's Representative dd/mm/yyyy

Name: _____

8. Next Steps

See the Sealift Claims Handling Rules sections 17-22 for full details on next steps regarding the appointment of an Arbitrator and scheduling of a phone Mediation.



Claim File No.

FORM 8 NOTICE OF APPOINTMENT OF ARBITRATOR

In the matter of the arbitration between

_____(Shipper)

And

_____(Carrier)

By mutual agreement, the Parties appoint, as their Arbitrator, from ADR Chambers:

Signature of Shipper/Claimant	Date dd/mm/yyyy
Signature of Carrier	Date dd/mm/yyyy

Instructions

a. Within 30 days of the receipt by the Shipper of the Carrier's Response (Form 5) (the "Selection Period"), the Parties shall, by mutual agreement, appoint an Arbitrator from the Panel and notify the Coordinator of their appointment in writing, by fax, email, hand delivery, registered mail, courier, or regular mail, using this Notice of Appointment (Form 8). The Coordinator will confirm the appointment of the Arbitrator in writing and provide a copy of all file documents to the Arbitrator. Sealift Panel arbitrators are listed on the ADR Chambers Website.

b. If the Parties cannot agree on an Arbitrator within the Selection Period, each Party may deliver submissions (not exceeding 2 pages) prior to the end of the Selection Period, to the Coordinator as to whom they would prefer as an Arbitrator, and what they are looking for in an Arbitrator. Within 5 business days of the end of the Selection Period, the Panel Head will choose a single member of the Panel to act as the Arbitrator in the case and notify the Parties of the selection. There is no appeal from the appointment of an Arbitrator by the Panel Head.

c. Once an Arbitrator has been appointed, the Coordinator, the Arbitrator and the Parties must select a mutually agreeable date for a Mediation to take place by phone no later than **60 days** after the date of appointment of the Arbitrator.

d. If all parties cannot agree on a time for the Mediation, the Panel Head will appoint a time, based on consultation with the Parties and the Arbitrator, which time may depart from the timing in these Rules, if necessary.

Claim File No.

FORM 9 DECISION

In the matter of the arbitration between

_____(Shipper)

And

_____(Carrier)

Based on written submissions received from the Parties, in accordance with the Sealift Claims Handling Rules, I make the following binding decision:

15. Claim Award (if any)

_____ The Shipper's Claim is denied.

_____ The Carrier is ordered to pay the amount of $_____ to the Shipper.

16. Costs Award (if any)

The _____ is ordered to pay costs of $_____ to _____.

17. Brief Reasons

_____

_____

_____

_____

_____

_____

_____

It is so Ordered.

Signature: _____ Date: _____
Signature of Arbitrator dd/mm/yyyy

Name: _____
Name of Arbitrator

ANNEXES

1. Claims Handling Rules

SEALIFT CLAIMS HANDLING RULES

1. Application

These Rules apply to any Claims by a Shipper against a Carrier relating to the carriage of goods under the Sealift Program. All procedural and administrative issues relating to these Claims shall be resolved by reference to these Rules and related forms alone or to the discretion of the Arbitrator where applicable. No other rules of arbitration or dispute resolution shall be applicable except where expressly incorporated by these Rules. Depending on the nature of the Claim the applicable dispute resolution process used may be either the Fast Track Process or the Standard Process as set out below.

2. Delivery of Documents

a. For the purposes of these rules, all documents may be delivered by fax, e-mail, hand delivery, registered mail, courier, or regular mail, the preferable method being fax or email.
b. Any notification or communication from ADR Chambers or the Coordinator to a Party or its Representative may be delivered to its last known address. Such notification or communication shall be deemed to have been received on the date sent, if sent by fax or email.
c. Delivery to the Coordinator shall be made to:
   ADR Chambers Sealift Coordinator
   112 Adelaide Street East
   Toronto, Ontario M5C 1K9
   Toll Free Phone: 1-800-856-5154
   Toll Free Fax: 1-800-862-8825
   Email: sealift@adr.ca

3. Language of Record

The official languages for use in submitting Claims under these Rules are English and French. If assistance is required to translate documents into English, the GN will provide such translation assistance at its cost. Standard forms are available in English, French, Inuktitut and Inuinnaqtun on the GN website **(www.gov.nu.ca/sealift)** and at Sealift offices, or upon request from the GN or the Carrier.

4. Time

When documents are submitted to the GN for translation, the time from the date of submission of the documents to the GN for translation up to and including the date of receipt by the Party of the translated documents will not count against the time requirements in these Rules.

MAKING A CLAIM

5. Notice of Claim

A Notice of Claim (Form 1) must be sent by the Shipper to the applicable Carrier within 10 days of the Discharge Date in the case of visible damage to Cargo, or within 30 days of the Discharge Date in the case of concealed damage or Lost Cargo. The Notice of Claim (Form 1) must contain the requested information and be accompanied by copies of all relevant supporting documentation. A copy of the Notice of Claim (Form 1) is available on the websites of the GN and the applicable Carrier. **If the Shipper does not submit a Notice of Claim (Form 1) in the time limits stated, the Shipper's Claim will be time-barred.**

6. Acknowledgement

Within 30 days of receipt by the Carrier of a Notice of Claim (Form 1), the Carrier must send a written Acknowledgement (Form 2) to the Shipper, acknowledging receipt of the Claim and identifying any relevant evidence that is necessary to the processing of the Claim but that has not yet been provided by the Shipper.

7. Documentation to be completed by Shipper

The Shipper has 30 days from the receipt of the Acknowledgement (Form 2) to deliver to the Carrier copies of any additional documentation requested by the Carrier that the Shipper wishes the Carrier to consider in respect of the Claim. The Carrier can only make a decision based on the information in its possession. Failure to submit the requested information in the time line as set out above may result in a costs award against the Shipper.

8. Carrier Processes Claim and Sends Notice of Decision

Within 180 days of the Discharge Date, the Carrier must send a Notice of Decision (Form 3) to the Shipper outlining the Carrier's final decision on the Claim, along with any reasons for the decision.

9. Manager Logistics

a. If the Claim is rejected in whole or in part, either the Shipper or the Carrier may register a complaint with the Government of Nunavut's Manager Logistics **by phone or in writing at:**
   Phone: 867-975-5437
   Email: sealift@gov.nu.ca (Attention: Manager Logistics)

b. Upon request, the Carrier shall provide a copy of the Notice of Decision (Form 3) and all relevant supporting documentation to the Manager Logistics. The Manager Logistics shall, within 30 days of notification of the complaint, contact the Carrier and Shipper and attempt a Resolution Facilitation using phone caucuses or conference calls unless otherwise agreed by the Parties.

c. Resolution Facilitation by the Manager Logistics is an informal non-binding process. If the Parties do not reach agreement in a Resolution Facilitation, they may proceed to the next step in the claims process. Taking part in a Resolution Facilitation attempt does not alter the timing of the Fast Track Process, nor is it a pre-requisite to accessing the Fast Track Process. Resolution Facilitation may continue in parallel with the Fast Track Process.

WHICH CLAIMS HANDLING PROCESS APPLIES

10. If Claim is Rejected Wholly or Partially by Carrier

a. If the total of all Claims being made by the Shipper is for more than $2,600 or the Claim involves a General Average Loss, the Shipper must continue its Claim under the Standard Track Process set out below.
b. If the total of all Claims being made by the Shipper is for $2,600 or less, the Shipper must continue its Claim under the Fast Track Process set out below. The Fast Track Process is not to be used if a General Average Loss is declared.

STANDARD TRACK PROCESS

11. Standard Track Process

a. Under the Standard Track Process, the Shipper must commence a Claim in the Supreme Court of Nunavut or Federal Court of Canada **within one year of the Discharge Date otherwise the Shipper's Claim will be time-barred.** This time limit does not apply to Claims for contribution or indemnity under the *Marine Liability Act*. If such a Claim is commenced, Shipper and Carrier agree that all pre-trial hearings will be heard by video or teleconference to the extent possible, so as to encourage cost-effective procedures, and to request that the trial of the action will be heard in Nunavut unless the parties mutually agree otherwise. If video or teleconference access is not available, proceedings shall take place in Nunavut. Parties will make reasonable efforts to minimize the procedural costs of any Claim.
b. Where all relevant Parties mutually agree, the Parties may send Standard Track claims to Arbitration under the Fast Track Process, or use any other form of arbitration or dispute resolution, on either a binding or non-binding basis.

FAST TRACK PROCESS

12. Shipper files Application for Arbitration

a. To commence a Claim under the Fast Track Process, the Shipper must send a completed Application for Arbitration (Form 4) and copies of all required supporting documentation to the Coordinator **within 45 days of receipt of the Notice of Decision (Form 3), failing which, the Claim will be time-barred.** The Application for Arbitration (Form 4) should include a summary statement of the subject matter and amount of the Claim. The supporting documents required include copies of the Notice of Decision (From 3), the Notice of Claim (Form 1) and the Acknowledgment (Form 2) as well as all relevant evidence in support of the Claim that clearly establishes the facts (such as receipts, repair estimates, photographs etc.).
b. The Shipper must include with his or her Application for Arbitration (Form 4) a non-refundable filing fee of $565.00 ($500 plus HST), made payable to ADR Chambers Inc., which shall be the Shipper's share of the Arbitration fees.
c. Upon receipt of an Application for Arbitration (Form 4), the Coordinator shall acknowledge its receipt and shall forthwith send a copy of that Application for Arbitration (Form 4) to the applicable Carrier.

13. Carrier's Response

a. Within 30 days of receipt by the Carrier of the Application for Arbitration (Form 4), the Carrier shall deliver a Carrier's Response (Form 5) which includes its defence and copies of all relevant supporting documentation to the Coordinator. **Failure to submit a Carrier's Response (Form 5) in the time line set out above may result in a costs award against the Carrier.**

b. The Carrier must include with the Carrier's Response (Form 5) a non-refundable filing fee of $565.00 ($500 plus HST), made payable to ADR Chambers Inc., which shall be the Carrier's share of the Arbitration fees.

c. Upon receipt of the Carrier's Response (Form 5), the Coordinator shall acknowledge its receipt and shall forthwith send a copy of the Carrier's Response (Form 5) and all supporting documentation to the Shipper.

14. Shipper's Reply

a. Within 15 days of receipt of the Carrier's Response (Form 5), the Shipper may send a Shipper's Reply (Form 6) to the Coordinator. Such Shipper's Reply (Form 6) should include any further argument and all related supporting documentation, but must be limited to a reply to new issues raised in the Carrier's Response (Form 5) and should not simply reargue issues already addressed in the Application for Arbitration (Form 4). **Failure to submit the Shipper's Reply (Form 6), if applicable, in the time line set out above, may result in a costs award against the Shipper.**

b. Upon receipt of a Shipper's Reply (Form 6), the Coordinator shall forthwith send a copy of that Shipper's Reply (Form 6) to the applicable Carrier.

15. Carrier's Reply

a. Within 15 days of receipt of the Shipper's Reply (Form 6), the Carrier may deliver a Carrier's Reply (Form 7) to the Coordinator. Such Carrier's Reply (Form 7) should include any further argument and copies of all related supporting documentation, but must be limited to a reply to new issues raised in the Shipper's Reply (Form 6) and should not simply reargue issues already raised by the Application for Arbitration (Form 4) and/or the Carrier's Response (Form 5). **Failure to submit a Carrier's Reply (Form 7), if applicable, in the time line set out above may result in a costs award against the Carrier.**

b. Upon receipt of a Carrier's Reply (Form 7), the Coordinator shall forthwith send a copy of that Carrier's Reply (Form 7) to the Shipper.

c. If no Shipper's Reply (Form 6) was filed, no Carrier's Reply (Form 7) is permitted.

16. Appointing an Arbitrator/Mediator

a. Within 30 days of the receipt by the Shipper of the Carrier's Response (the "Selection Period"), the Parties shall, by mutual agreement, appoint an Arbitrator from the Panel and notify the Coordinator of their appointment in writing using the Notice of Appointment (Form 8). The Coordinator will confirm the appointment of the Arbitrator in writing and provide a copy of all file documents to the Arbitrator.

b. If the Parties cannot agree on an Arbitrator within the Selection Period, each Party may deliver submissions (not exceeding 2 pages) prior to the end of the Selection Period, to the Coordinator as to whom they would prefer as an Arbitrator, and what they are looking for in an Arbitrator. Within 5 business days of the end of the Selection Period, the Panel Head will choose a single member of the Panel to act as the Arbitrator in the case and notify the Parties of the selection. There is no appeal from the appointment of an Arbitrator by the Panel Head.
c. Once an Arbitrator has been appointed, the Coordinator, the Arbitrator and the Parties must select a mutually agreeable date for a Mediation to take place by phone no later than **60 days** after the date of appointment of the Arbitrator.
d. If all parties cannot agree on a time for the Mediation, the Panel Head will appoint a time, based on consultation with the Parties and the Arbitrator, which time may depart from the timing in these Rules, if necessary.
e. Any Arbitrator who is unable to serve or continue to serve due to disqualification, death, disability or other valid reason shall be replaced in the same manner as noted above, failing which the replacement Arbitrator shall be appointed by the Panel Head.

17. Communications with the Arbitrator

a. All communication with the Arbitrator must be in writing except for the phone Mediation, and must be directed through the Coordinator.
b. For the purpose of facilitating the commencement of the Arbitration or the appointment of the Arbitrator, the Coordinator may hold a telephone conference with the Parties or their Representatives to discuss any matter of a preliminary or administrative nature.
c. Notification of any request for adjournment or settlement, may be made by telephone but shall be confirmed in writing, ideally by fax or e-mail, to the Coordinator.

18. Early Settlement

a. If the Coordinator receives written notice, prior to the appointment of the Arbitrator, that all claims have been settled on consent, each Party is entitled to the return of half of its filing fee (if already paid). The remainder of any filing fee already paid is non-refundable. The total fee payable to ADR Chambers Inc. in such a case would be $500 plus HST, which is payable in equal shares by the Parties to ADR Chambers Inc.
b. In all other circumstances, all filing fees are non-refundable, whether or not the Claims settle.

19. Arbitrator's Decision

a. Prior to the scheduled date of the Mediation, the Arbitrator will review the written submissions and render a written decision with brief reasons in Form 9 (the "Decision"). The Decision shall include a decision on the merits of the claim and a decision on costs, if any, that are payable between the Parties. The Decision will be placed in a sealed envelope and submitted to the Coordinator, but will not be released to the Parties in any form until after the Mediation, as set out below.

b. **Costs Award**
The Arbitrator may, in his or her sole discretion, award costs above and beyond the filing fees, or have each Party bear their own costs. Such costs are not to exceed $500 and will be payable directly by the penalized Party to the awarded Party, subject to any offset for Delay Costs as set out below.

c. **Interest**
The Arbitral Tribunal may order the payment of simple or compound interest, including pre-award and post-award interest.

d. **Delay Costs Award**
Under the Fast Track Process, except where otherwise set out, failure to comply with a timeline in the process, by either Party, will result in that Party having to pay delay costs of $100 ("Delay Costs") unless there are compelling reasons for the delay (as determined by the arbitrator). Delay Costs will be payable to the other Party regardless of the result at Arbitration, unless otherwise agreed by the Parties. Reasons explaining any delay in meeting the time limits of these Rules must be submitted in writing to the Arbitrator prior to the Arbitration date.

20. Phone Mediation

a. At the scheduled time, the Arbitrator will conduct a phone Mediation with the Parties that may last up to one hour and may involve one or more individual caucus calls and/or conference calls. The purpose of the Mediation is to attempt a facilitated resolution between the Parties. The conduct of the Mediation is in the discretion of the Arbitrator, and may include the giving of an opinion.

b. The Parties acknowledge and agree that the Mediation is a confidential settlement process, and is without prejudice. All offers, promises and proposals, whether oral or written, actions, determinations, representations and statements (including but not limited to admissions) made in the course of the Mediation by any of the Parties, their agents, employees, experts or Representatives and by the Arbitrator, and all notes, documents and reports prepared or exchanged during the Mediation are "without prejudice" and for the purpose of negotiation only. Such offers, promises, proposals, actions, determinations, representations , statements, notes, documents and reports shall not be disclosed to any third party and they shall not be offered as evidence in any arbitration, judicial or other proceeding.

c. The Arbitrator will not disclose to anyone who is not a party to the Mediation anything said or any materials submitted to the Arbitrator, except:
   1. to the lawyers or other professionals retained on behalf of the Parties, or to non-parties consented to in writing by the Parties, as deemed appropriate or necessary by the Arbitrator;
   2. to any other individual, providing the Parties have provided written consent;
   3. for research or education purposes on an anonymous basis;
   4. where ordered to do so by a judicial authority, or where required to do so by law; or
   5. where the information suggests that there will be actual or potential threat to human life or safety, or that there will be the commission of a crime in the future.

d. The Parties shall participate in the Mediation with full authority to settle.
e. Neither the Arbitrator, nor any of ADR Chambers' employees shall be compelled to appear as a witness or an expert in any pending or future adversarial or judicial proceeding involving any one or more of the Parties or relating in any way to the subject matter of the Mediation.
f. The Mediation shall not alter the Decision (Form 9) in any way.

Arbitrator Releases Decision

g. If the Claim has settled by agreement and the Coordinator has received an executed release of all Claims between the Parties prior to the release of the Decision (Form 9), the Coordinator and the Arbitrator shall destroy all copies of the Decision (Form 9) and shall not distribute the Decision (Form 9) in any form.
h. If the Claim has not settled within 15 days of the Mediation date, the Coordinator shall notify the Parties forthwith of the Arbitrator's Decision, delivering a copy of the Decision (Form 9) to each Party, provided that the Arbitrator, for good reason, may extend that time with the consent of the Parties.
i. The Decision of the Arbitrator shall be binding on the parties with no right of appeal to the courts or otherwise.

GENERAL PRINCIPLES

21. Costs and Fees

a. If one Party defaults in making any of the payments described in these Rules, the other Party may make that payment and is thereby entitled to include that amount in any claims against the defaulting Party.
b. The Parties shall be jointly and severally responsible for the payment of all accounts rendered by ADR Chambers unless the Parties and ADR Chambers have otherwise agreed and have confirmed those arrangements in writing with ADR Chambers.

22. Independence and Impartiality

a. Unless otherwise agreed by the Parties, an Arbitrator shall be and remain at all times wholly independent.
b. An Arbitrator shall be and remain wholly impartial and shall not act as an advocate for any Party to the Arbitration or Mediation.

23. Immunity

Neither ADR Chambers nor its employees, nor any member of the Panel shall be liable to any Party or any counsel, officer, director, employee or witness for any Party for any act or omission in connection with any Arbitration or Mediation. The Parties shall jointly and severally indemnify and hold harmless ADR Chambers and its employees and the members of the Panel in respect of all such claims. Despite s. 27 below, the members of the Panel and ADR Chambers shall have the same protections and immunities as a judge of the Superior Court of the Province of Ontario.

24. Privacy and Confidentiality of Arbitration

a. All Arbitrations held under these Rules are private and confidential.
b. No information concerning the existence of the Arbitration or anything which occurs or is disclosed within the Arbitration shall be disclosed or used outside of the Arbitration proceedings or for any other purpose by a Party except:
    1. For the purpose of conducting the Arbitration itself;
    2. In connection with an application to a court to recognize or enforce an award; or
    3. Where a Party is required to do so by law or by a court or competent regulatory body.

25. Governing Law

The governing law of the Arbitration, unless where expressly set out otherwise in these Rules, shall be Canadian Maritime Law.

2. Definitions

In the Sealift Claims Handling Rules, the following terms shall have the following meanings:

"ADR Chambers" means the ADR services division of ADR Chambers Inc.

"Arbitration" means the dispute resolution process leading to a binding decision by the Arbitrator based on a review of written submissions from the parties as described in these Rules.

"Arbitrator" means the arbitrator appointed from the Panel to conduct the Arbitration and mediation for the matter in question.

"Cargo" means goods presented by the Shipper or the Shipper's agent for transport by the Carrier and goods received for transport by the Carrier to the places of discharge under the Sealift Program.

"Carrier" means the owner or the charterer who enters into a contract of carriage with the Shipper.

"Claim" means the set of all claims made by the Shipper for loss or damage in respect of Cargo, no matter how many units of cargo are involved.

"Claimant" means the person making the claim, see Shipper below.

"Concealed Damage" means any damage that is not apparent until the crate or carton in which the goods were shipped has been opened

"Coordinator" means the person or persons at ADR Chambers acting as the ADR Chambers Sealift Coordinator responsible for administration of Arbitrations and Mediations under these Rules.

"Discharge Date" means the date Cargo is actually delivered to the contracted destination, or in the case of Lost Cargo, means the scheduled Discharge Date of that Cargo.

"Fast Track Process" means the dispute resolution process applicable to any Claims for which the total value of all losses is $2,500 or less, no matter how many units of cargo are involved.

"General Average Act" is any extraordinary sacrifice or expenditure, known as a general average sacrifice and a general average expenditure, respectively, that is voluntarily and reasonably incurred in time of peril for the purpose of preserving the property from peril in a common adventure.

"General Average Loss" is a loss caused by or directly consequential on a general average act, and includes a general average sacrifice and a general average expenditure.

"GN" means the Government of Nunavut.

"Lost Cargo" means cargo that the Shipper believes has not been delivered on the Discharge Date and may be lost.

"Mediation" means a non-binding settlement negotiation facilitated by the Arbitrator.

"Panel" means the Sealift Arbitral Panel established by ADR Chambers.

"Panel Head" means the Head of the Sealift Arbitral Panel to exercise the powers of an appointing authority.

"Party" or **"Parties"** means a party or parties to a Claim under these Rules.

"Representative" means legal counsel for or an authorized representative of a Party.

"Resolution Facilitation" means an informal non-binding attempt to resolve a dispute under these Rules which will be facilitated by the Manager Logistics.

"Rules" means the Sealift Claims Handling Rules in force at the time of the filing of the Application for Arbitration (Form 4).

"Sealift Program" means the program for the Arctic Resupply of Dry Cargo services as contemplated by the provisions of the Agreement – Arctic Resupply of Dry Cargo between the Government of Nunavut and the Carrier, in effect at the time of transport.

"Shipper" means the named shipper of the Cargo, and any person who owns the Cargo and any person who receives the Cargo at the place of delivery, or their authorized representative or insurer.

"Standard Process" means the dispute resolution process applicable to:

a) any Claims for which the total value of all losses is more than $2,500, no matter how many units of cargo are involved; and

b) any Claims involving a General Average Loss.

"Visible Damage" means any damage that is obvious to the observer and will usually apply to motor vehicles and large objects that have not been shipped in a crate or carton.

3. Carriers' Addresses

Carrier Addresses for Claims:
Please send your Notice of Claim (Form 1) to the address listed below for the Carrier with whom you contracted to carry your Cargo.

NTCL
Customer Service Desk
Email: customerservicedesk@ntcl.com
Toll Free: 1-866-935-6825
Secondary contact:
Executive Office - Edmonton, AB
1209, 10104 - 103 Avenue
Edmonton, AB T5J 0H8
Fax: 780-441-3934

Nunavut Sealink & Supply Inc.
Customer Services' Department
Operations Management Office
6565 Hebert Blvd., Suite 201
Ste-Catherine, Quebec J5C 1B5
Fax: 450- 635-5126 or
Toll free: 1 (866) 638-4534
Email: info@transarctik.desgagnes.com

Nunavut Eastern Arctic Shipping
Port of Montreal Building,
Cité du Havre, Wing No. 2
Suite 2060
Montréal Québec H3C 3R8
Attn: Paul Ghaleb
Fax: 514-523-7875
Email: pghaleb@nanuk.ca